

**ADDENDUM TO SECTION F
TIME AND MATERIAL PROVISIONS**

1 July 1974

DELETIONS:

ARTICLE 1

7-901.16 AUDIT (1971 APR) (AMENDED)

ARTICLE 12

**7-902.9 TECHNICAL DATA—WITHHOLDING OF
PAYMENT (1973 APR)**

ADDITIONS:

ARTICLE 12

**7-902.9 TECHNICAL DATA—WITHHOLDING OF
PAYMENT (1974 APR)**

(a) If "Technical Data" (as defined in the clause of this contract entitled "Rights in Technical Data"), or any part thereof, specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon

delivery (including having restrictive markings not specifically authorized by this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding specified in the contract. Payment shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) After payments total ninety percent (90%) of the total contract price or amount and if all technical data specified to be delivered under this contract has not been accepted, the Contracting Officer may, withhold from further payment such sum as he considers appropriate, not exceeding ten percent (10%) of the total contract price or amount unless a lesser withholding limit is specified in the contract.

(c) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.